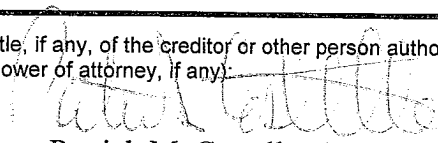


United States Bankruptcy Court Southern District of New York (Manhattan)		Request for Administrative Expense
Name of Debtor Delphi Corporation	Case Number 05-44481	<div>This space is for Court Use Only</div>
Name of Creditor (The person or other entity to whom the debtor owes money or property): Sun Microsystems, Inc.	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where notices should be sent: Lawrence M. Schwab, Esq. Patrick M. Costello, Esq. Bialson, Bergen & Schwab 2600 El Camino Real, Suite 300 Palo Alto, CA 94306 Telephone number: (650) 857-9500	<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
<div>1. Basis for Administrative Expense</div> <div><input type="checkbox"/> Goods sold</div> <div><input type="checkbox"/> Services performed</div> <div><input type="checkbox"/> Money loaned</div> <div><input type="checkbox"/> Personal injury/wrongful death</div> <div><input type="checkbox"/> Taxes</div> <div><input checked="" type="checkbox"/> Other <u>See Attachment 1</u></div>		
2. Date debt was incurred: See Attachment 1		3. If court judgment, date obtained:
4. Total Amount of Administrative Expense: \$ <u>114,168.03</u>		
<div>5. CREDITS: The amount of all payments on this claim has been credited and deducted for the purpose of making this request.</div> <div>6. Supporting Documents: <i>Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.</i></div> <div>7. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.</div>		<div>This Space Is for Court Use Only</div>
Date April 16, 2007	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):  Patrick M. Costello, Attorney-in-fact	

**Attachment 1 to Request for Administrative Expense
of Sun Microsystems, Inc.**

Debtor: Delphi Corporation
Creditor: Sun Microsystems, Inc.

Case Number: 05-44481

Amount of Administrative Expense: \$114,168.03

Statement of Claim

Delphi Corporation, aka Delphi Automotive Systems Corporation (the "Debtor") is liable to Sun Microsystems, Inc. (the "Creditor"), in the amount of not less than \$114,168.03 for amounts due and payable under the terms of five Support Agreements between Creditor and Debtor, Contracts No. NK20185059, NK20207149, NK20213916, NK20202584, and NK20190952 (collectively, the "Service Contracts"). Copies of the outstanding invoices and Service Contracts are attached hereto as Exhibit A. A summary of the amount of administrative expense is set forth below.

Contract #	Term End Date	Total Contract Balance	Invoice #	Service Period	Invoice Amount	Post-petition	Post-petition (Unbilled)
NK20185059	7/31/06	\$17,498.60	10799968	8/1/05-7/31/06	\$17,498.60	\$14,238.59	\$0.00
NK20207149	6/30/07	\$19,854.72	10794449	7/1/05-6/30/06	\$9,927.36	\$7,234.73	\$9,927.36
NK20213916	9/30/07	\$5,596.24	10814010	10/1/05-4/30/06	\$5,596.24	\$5,411.46	\$0.00
NK20202584	5/31/06	\$3,119.95	10792752	6/1/05-5/31/06	\$3,119.95	\$2,017.28	\$0.00
NK20190952	9/30/06	\$76,811.71	10816630	10/1/05-9/30/06	\$76,811.71	\$75,338.61	\$0.00
		\$122,881.22				\$104,240.67	\$9,927.36

Creditor reserves the right to amend and/or supplement this Request for Administrative Expense in any manner to state additional amounts which may be determined to be due under the Service Contracts. To the extent that the services and consideration have been provided to affiliates of the Debtor jointly administered with the Debtor, this Request for Administrative Expense shall be deemed a Request for Administrative Expense in such affiliate's case.

This Request for Administrative Expense is being filed for the purpose of notifying the Debtor of Creditor's request for allowance of administrative expenses and to comply with the requirements of any applicable bar date for requests for administrative expenses. Creditor reserves the right to supplement this Request with additional documents and evidence at the time it requests a hearing on allowance and payment of its administrative request.

Exhibit A



Sun Microsystems, Inc.
C/O Bank of America
12120 Collection Center Drive
CHICAGO
IL 60693-1212

REMITTO:

171617-629367

BILL TO ID NO.

DELPHI AUTOMOTIVE SYSTEMS CORP
ACCOUNTS PAYABLE
PO BOX 92700
ROCHESTER

NY 14692-8800

DIRECT BILLING INQUIRIES TO:

STEPHEN GARCIA
303-272-6780

DIRECT SERVICE/CONTRACT INQUIRIES TO:

1-800-USA-4SUN

INVOICE NO.	PAGE
10799968	1 of 1
INVOICE DATE	
04-AUG-05	

CONTRACT NUMBER		PURCHASE ORDER NUMBER		TERMS		INVOICE DUE DATE				
NK20185059		DWS07197		NET 30		03-SEP-05				
ITEM	CLIN	SVC LEVEL	MKT PART #	DESCRIPTION	INV FROM DT	INV TO DT	QUANTITY	TAX	UNIT PRICE	EXTENSION
1		SGLD		SITE LOCATION: 171617-771801 DELPHI AUTOMOTIVE SYSTEMS CORP 5725 DELPHI DR MC 483.400.101 TROY MI 48098-2815 A40-WSPF4-8GGB1# Sun Spectrum II Gold 0333MM209B	01-AUG-2005	31-JUL-2006	1.00	N	9865.37	9865.37
2		SGLD		N32-XUB2-9S-204AV2# Sun Spectrum II Go HN33155678 HN33155719 HN33155725	01-AUG-2005	31-JUL-2006	3.00	N	2544.41	7633.23
SUBTOTAL:										17498.60
TOTAL TAX:										.00
GRAND TOTAL:										17498.60

***** PLEASE PROVIDE COMPLETE INVOICE NUMBER ON YOUR REMITTANCE TO *****
***** ENSURE ACCURATE APPLICATION OF YOUR PAYMENT. THANK YOU *****

SUN
microsystems

FORM DE-174 (12-02)

INC-FORM

September 22 2003

DEAN OSBORN
DELPHI AUTOMOTIVE SYSTEMS CORP
5725 DELPHI AUTOMOTIVE
TROY, MI 48098

Dear DEAN OSBORN,

Thank you for choosing Sun Microsystems, Inc. ("Sun") for your maintenance needs.

This letter confirms your maintenance contract with Sun and will provide you with valuable information to make your maintenance requests as easy as possible.

When placing a service call, please provide the following:

1. Contract Number: NK20185059
2. Serial Number of System
3. Company Name
4. Phone Number
5. Point of Contact (POC)

If you should require service, please call 1-800-USA-4SUN (1-800-872-4786). When placing a support call, please reference your SunSpectrum(sm) Support Agreement Contract Number NK20185059.

Sun will be providing a new version of our Welcome Kit that contains useful information on how to utilize your support services. If you should ever require an additional copy of the Welcome Kit, please send a request indicating your need for an additional kit and specifying the type of support contract you have. Requests may be sent via email to Contractverification@sun.com or by calling 1-800-USA-4SUN, prompt 5. If you require further information, please call me. My number can be found on the first page of your Support Agreement attached.

Sincerely,

MICHAEL SERR
Sales Representative



SMI Agreement Number
Service or Purchasing Exhibit No.

Agreement Number

Contract Number

Quote Number

Date

Page

:
:
:
:NK20185059
:NK20185059
:September 22 2003
:1 of 4

Support Agreement

Between

Enterprise Services

Sun Microsystems, Inc. ("Sun")

And

DELPHI AUTOMOTIVE SYSTEMS CORP

5725 DELPHI AUTOMOTIVE

TROY, MI 48098

"Customer"

This is a Schedule as referenced in either the Sun Microsystems, Inc. ("SMI") Master Terms of Service or in the Sun Customer Support Program Agreement. This document also may function as a Confirmation as referenced in the SMI Customer Agreement or General Terms and accompanying Exhibits. Customer acknowledges that it has agreed to, signed, and returned to Sun, prior to receiving services from Sun, one of: (1) SMI Master Terms of Service, (2) Sun Customer Support Program Agreement, or (3) SMI Customer Agreement or General Terms and accompanying Exhibits, and that such signed Sun sales agreement applies to the provision of all services to the customer by Sun. Further, Sun will deliver the services ordered by the customer in accordance with the applicable Sun services program module, Sun Service Listing, or Statement of Work. Customer agrees that the Sun Service Listing or Statement of Work which: (i) Customer is purchasing, as identified in this Schedule, and (ii) is available to the Customer to read and print out from Sun's Service List found at <http://www.sun.com/service/servicelist/index.html>, is incorporated by reference as part of Customer's applicable Sun sales agreement. The terms in a Sun Service Listing or Statement of Work govern and control over any terms in a quote, purchase order, or this Schedule.

Please review the attached pages. If they are acceptable to you, please issue a purchase order for them referencing your contract and quote numbers, and the date of the quote (all of which are listed in the top, right-hand corner of this page). If Sun provides service for products listed on a Schedule before Customer provides a purchase order to Sun, Customer agrees to pay Sun for such service at the price set forth in the Sun quote and to be bound by the terms and conditions of the applicable Sun sales agreement and exhibits referenced in the above paragraph.

THE FOLLOWING APPLIES TO QUOTATIONS: Please read carefully all of the terms of this sales quotation, including: (1) Sun's terms of sale accompanying this quotation, (unless you already have signed current, applicable terms of sale with Sun providing for purchase from the Sun Service List) and (2) the applicable Sun Service Listing(s) or statement(s) of work which can be found at <http://www.sun.com/service/servicelist/index.html>. This quotation, Sun's terms of sale, and the applicable Sun Service Listing(s) and statements of work are collectively referred to as "Sun Sales Terms." Sun's offer in this

Sun Microsystems, Inc.
Enterprise Services
500 Eldorado Boulevard
Broomfield, CO 80021

Sales Representative:
MICHAEL SERR

Contract Administrator:
CHRIS EHMANN



SMI Agreement Number :
Service or Purchasing Exhibit No. :
Agreement Number :
Contract Number :NK20185059
Quote Number :NK20185059
Date :September 22 2003
Page :2 of 4

sales quotation is expressly conditioned upon your acceptance of these Sun Sales Terms.

Your placement of an order with Sun confirms your acceptance of the Sun Sales Terms, which will constitute the entire agreement between you and Sun with respect to the sale or license of Sun products and the sale of services identified herein. Sun hereby rejects and will not be bound by any additional or inconsistent terms which you may submit in a purchase order or other purchase documentation.

THE FOLLOWING ALSO APPLIES TO QUOTATIONS: All quotations are contingent upon customer's compliance with applicable export/import regulations. This sales quotation remains firm for the period listed herein, except that Sun may modify this sales quotation: (1) in the case of typographical error herein, (2) should the availability of the products or services ordered change, or (3) should there be a change in your credit status with Sun. Any modification, addition, or waiver of any of the Sun Sales Terms or of the content of this sales quotation will be valid only if stated in a writing, or electronic equivalent thereof, signed by an authorized representative of Sun. For GSA customers only: This quotation is based on the GSA schedule GS-35F-4547G in effect through March 31, 2003. This quotation supersedes all previous quotations.

EFFECTIVE PERIOD: 08/01/03 - 07/31/06

(Excluding Applicable State/Local Taxes)

System Support:	45,496.37
Software Items:	0.00
Contract Total:	45,496.37

Sun Microsystems, Inc.
Enterprise Services
500 Eldorado Boulevard
Broomfield, CO 80021

Sales Representative:
MICHAEL SERR

Contract Administrator:
CHRIS EHMAN

SMI Agreement Number
 Service or Purchasing Exhibit No.
 Agreement Number
 Contract Number
 Quote Number
 Date
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 :NK20185059
 :NK20185059
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Support Agreement
 Sun Spectrum
 Service Options & Discounts

SPECTRUM II GOLD
 [SGLD]

CANCEL ONSITE SUPPORT FOR SOFTWARE
 4 HOUR RESPONSE TIME (STANDARD)
 7X24X365 TELEPHONE SUPPORT (STANDARD)
 PTAS WITH SEMI-ANNUAL ONSITE REVIEW (STD)
 ONSITE TECHNICIAN (STANDARD)

0%
 0%
 0%
 0%
 0%
 20%

OPTIONS:

DISCOUNTS:

SPECTRUM II GOLD

NEW WARRANTY UPLIFT
 PRE-PAID DISCOUNT (NEW)
 MULTI-YEAR DISCOUNT (NEW)
 VOLUME DISCOUNT (NEW)

40%
 3%
 8%
 10%

Sun Microsystems, Inc.
 Enterprise Services
 500 Eldorado Boulevard
 Broomfield, CO 80021

Sales Representative:
 MICHAEL SERR

Contract Administrator:
 CHRIS EHMANN

SMI Agreement Number
Service or Purchasing Exhibit No.

Agreement Number
Contract Number

Quote Number

Date

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: NK20185059

: NK20185059

: September 22 2003

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Support Agreement

Sun Spectrum

Billing Information

DWS07197

08/01/03

07/31/06

NUMBER:

TYPE:

ANNUAL IN ADVANCE

DELPHI AUTOMOTIVE SYSTEMS CORP
PO BOX 92700
ROCHESTER, NY 14692-8800

AS ATTACHED

PURCHASE ORDER:

CREDIT CARD:

BILLING PERIOD:

BILLING ADDRESS:

PRODUCT SCHEDULE:

SPECIAL NOTE:

Sun Microsystems, Inc.
Enterprise Services
500 Eldorado Boulevard
Broomfield, CO 80021

Sales Representative:
MICHAEL SERR

Contract Administrator:
CHRIS EHMAN

Contract No : NK20185059
Date : 09/22/03
Page : 1 of 1

PAYMENT SCHEDULE

Customer Name : DELPHI AUTOMOTIVE SYSTEMS CORP
Period : 08/01/03 - 07/31/06
Invoicing Timing : ANNUAL IN ADVANCE

Site Number	Site Name		
08/01/03 - 07/31/04 NS0345689	DELPHI AUTOMOTIVE SYSTEMS CORP	10,499.17	USD
08/01/04 - 07/31/05 NS0345689	DELPHI AUTOMOTIVE SYSTEMS CORP	10,499.17	USD
08/01/05 - 07/31/06 NS0345689	DELPHI AUTOMOTIVE SYSTEMS CORP	17,498.60	USD
		17,498.60	USD
		17,498.60	USD
		17,498.60	USD

August 26 2004

GREGORY RIVARD
DELPHI AUTOMOTIVE SYSTEMS CORP
1450 W LONG LAKE RDD
TROY, MI 48098

Dear GREGORY RIVARD,

Thank you for choosing Sun Microsystems, Inc. ("Sun") for your maintenance needs.

This letter confirms your maintenance contract with Sun and will provide you with valuable information to make your maintenance requests as easy as possible.

When placing a service call, please provide the following:

1. Contract Number: NK20207149
2. Serial Number of System
3. Company Name
4. Phone Number
5. Point of Contact (POC)

If you should require service, please call 1-800-USA-4SUN (1-800-872-4786). When placing a support call, please reference your SunSpectrum(sm) Support Agreement Contract Number NK20207149.

Sun will be providing a new version of our Welcome Kit that contains useful information on how to utilize your support services. If you should ever require an additional copy of the Welcome Kit, please send a request indicating your need for an additional kit and specifying the type of support contract you have. Requests may be sent via email to Contractverification@sun.com or by calling 1-800-USA-4SUN prompt 5. If you require further information, please call me. My number can be found on the first page of your Support Agreement attached.

Sincerely,

MICHAEL SERR
Sales Representative



SMI Agreement Number
Service or Purchasing Exhibit No.

Agreement Number

Contract Number

Quote Number

Date

Page

:AR-72857

:

:

:NK20207149

:NK20207149

:August 26 2004

:1 of 4

Support Agreement

Between

Sun Services

Sun Microsystems, Inc. ("Sun")

And

DELPHI AUTOMOTIVE SYSTEMS CORP

1450 W. LONG LAKE RD.

TROY, MI 48098

"Customer"

This is a Schedule as referenced in either the Sun Microsystems, Inc. ("SMI") Master Terms of Service or in the Sun Customer Support Program Agreement. This document also may function as a Confirmation as referenced in the SMI Customer Agreement of General Terms and accompanying Exhibits. Customer acknowledges that it has agreed to, signed, and returned to Sun, prior to receiving services from Sun, one of: (1) SMI Master Terms of Service, (2) Sun Customer Support Program Agreement, or (3) SMI Customer Agreement of General Terms and accompanying Exhibits and that such signed Sun sales agreement applies to the provision of all services to the customer by Sun. Further, Sun will deliver the services ordered by the customer in accordance with the applicable Sun services program module, Sun Service Listing, or Statement of Work. Customer agrees that the Sun Service Listing or Statement of Work which (1) Customer is purchasing, as identified in this Schedule, and (ii) is available to the Customer to read and print out from Sun's Service Listing at <http://www.sun.com/service/service-list/index.html>, is incorporated by reference as part of Customer's applicable Sun sales agreement. The terms of a Sun Service Listing or Statement of Work govern and control over any terms in a quote, purchase order, or this Schedule.

Please review the attached pages. If they are acceptable to you, please issue a purchase order for them referencing your contract and quote numbers, and the date of the quote (all of which are listed in the top, right-hand corner of this page). If Sun provides service for products listed on a Schedule before Customer provides a purchase order to Sun, Customer agrees to pay Sun for such service at the price set forth in the Sun quote and to be bound by the terms and conditions of the applicable Sun sales agreement and exhibits referenced in the above paragraph.

THE FOLLOWING APPLIES TO QUOTATIONS: Please read carefully all of the terms of this sales quotation, including: (1) Sun's terms of sale accompanying this quotation, (unless you already have signed current, applicable terms of sale with Sun providing for purchase from the Sun Service List) and (2) the applicable Sun Service Listing(s) or statement(s) of work which can be found at <http://www.sun.com/service/service-list/index.html>. This quotation,

Sun Microsystems, Inc.
Sun Services
500 Eldorado Boulevard
Broomfield, CO 80021

Sales Representative:
MICHAEL SERR
Tel: 781-442-0946
Email: bob.gibson@east.sun.com

Service Implementation Specialist:
KENT TURNER



SMI Agreement Number :AR-72857
Service or Purchasing Exhibit No. :
Contract Number :NK20207149
Quote Number :NK20207149
Date :August 26 2004
Page :2 of 4

Sun's terms of sale, and the applicable Sun Service Listing(s) and statements of work are collectively referred to as "Sun Sales Terms." Sun's offer in this sales quotation is expressly conditioned upon your acceptance of these Sun Sales Terms.

Your placement of an order with Sun confirms your acceptance of the Sun Sales Terms, which will constitute the entire agreement between you and Sun with respect to the sale or license of Sun products and the sale of services identified herein. Sun hereby rejects and will not be bound by any additional or inconsistent terms which you may submit in a purchase order or other purchase documentation.

THE FOLLOWING ALSO APPLIES TO QUOTATIONS: All quotations are contingent upon customer's compliance with applicable export/import regulations. This sales quotation remains firm for the period listed herein, except that Sun may modify this sales quotation: (1) in the case of typographical error herein, (2) should the availability of the products or services ordered change, or (3) should there be a change in your credit status with Sun. Any modification, addition, or waiver of any of the Sun Sales Terms or of the content of this sales quotation will be valid only if stated in a writing, or electronic equivalent thereof, signed by an authorized representative of Sun. For GSA customers only: This quotation is based on the GSA schedule GS-35F-0702J in effect through August 22, 2004. This quotation supersedes all previous quotations.

EFFECTIVE PERIOD: 07/01/04 - 06/30/07

(Excluding Applicable State/Local Taxes)

System Support	25,578.72
Software Items	0.00
Contract Total:	25,578.72

Sun Microsystems, Inc.
Sun Services
500 Eldorado Boulevard
Broomfield, CO 80021

Sales Representative:
MICHAEL SERR
Tel: 781-442-0946
Email: bob.gibson@east.sun.com

Service Implementation Specialist:
KENT TURNER

SMI Agreement Number
Service or Purchasing Exhibit No.

:AR-72857

Contract Number

:NK20207149

Quote Number

:NK20207149

Date

:August 26 2004

Page

:3 of 4

**Support Agreement
Sun Spectrum
Service Options & Discounts**

FEATURES:

SPECTRUM II GOLD

[SGLD]

CANCEL ON-SITE SUPPORT FOR SOFTWARE

4 HOUR RESPONSE TIME (STANDARD)

7X24X365 TELEPHONE SUPPORT (STANDARD)

PTAS WITH SEMI-ANNUAL ON-SITE REVIEW (STD)

ON-SITE TECHNICIAN (STANDARD)

0%

0%

0%

0%

0%

SPECTRUM II GOLD

NEW WARRANTY UPLIFT

40%

OPTIONS:

DISCOUNTS:

Sun Microsystems, Inc.
Sun Services
500 Eldorado Boulevard
Broomfield, CO 80021

Sales Representative:
MICHAEL SERR
Tel: 781-442-0946
Email: bob.gibson@east.sun.com

Service Implementation Specialist:
KENT TURNER

SMI Agreement Number
Service or Purchasing Exhibit No.

:AR-72857

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:NK20207149
:NK20207149
:August 26 2004
:4 of 4

Agreement Number
Contract Number
Quote Number
Date
Page

**Support Agreement
Sun Spectrum
Billing Information**

06/30/07

07/01/04

DWS09088

NUMBER

TYPE

ANNUAL IN-ADVANCE

DELPHI AUTOMOTIVE SYSTEMS CORP
M/C 480-403-285
PO BOX 4330
TROY, MI 48099-4330

AS ATTACHED

Service Implementation Specialist:
KENT TURNER

Sales Representative:
MICHAEL SERR
Tel: 781-442-0946
Email: bob.gibson@east.sun.com

Sun Microsystems, Inc.
Sun Services
500 Eldorado Boulevard
Broomfield, CO 80021

PAYMENT SCHEDULE

Contract No : NK20207149
Date : 08/26/04
Page : 1 of 1

Customer Name DELPHI AUTOMOTIVE SYSTEMS CORP

Period 07/01/04 - 06/30/05

Invoicing Timing ANNUAL IN ADVANCE

Site Number Site Name

07/01/04 - 06/30/05
NS0346236

07/01/05 - 06/30/06
NS0346236

07/01/06 - 06/30/07
NS0346236

5,724.00 USD
5,724.00 USD

9,927.36 USD
9,927.36 USD

9,927.36 USD
9,927.36 USD

INVOICE NO.	PAGE
10814010	1 of 1
INVOICE DATE	
03-OCT-05	

STEPHEN GARCIA
303-272-6780
1-800-USA-4SUN

DIRECT BILLING INQUIRIES TO:

DIRECT SERVICE CONTRACT INQUIRIES TO:

Sun Microsystems, Inc.
C/O Bank of America
12120 Collection Center
CHICAGO

IL 60693-1212

171617-10182890

DELPHI AUTOMOTIVE SYSTEMS CORP
ACCOUNTS PAYABLE
PO BOX 9005
BLDG MS 9A241
KOKOMO

IN 46904

CONTRACT NUMBER		PURCHASE ORDER NUMBER		TERMS		INVOICE DUE DATE		1-800-USA-4SUN		
ITEM	CLIN	SVC LEVEL	MKT PART #	DESCRIPTION	INV FROM DT	INV TO DT	QUANTITY	TAX	UNIT PRICE	EXTENSION
1		SGLD		SITE LOCATION: 171617-1338969 DELPHI AUTOMOTIVE SYSTEMS CORP 5725 DELPHI DR TROY MI 48098 X6079A# Sun Spectrum II Gold 00410055906	01-OCT-2005	30-APR-2006	1.00	N	5596.24	5596.24
									SUBTOTAL:	5596.24
									TOTAL TAX:	.00
									GRAND TOTAL:	5596.24

 * PLEASE PROVIDE COMPLETE INVOICE NUMBER ON YOUR REMITTANCE TO *
 * ENSURE ACCURATE APPLICATION OF YOUR PAYMENT. THANK YOU *

FORM DE 174 (12-92) DEC-FORM

(QESP):T:1-1:INV-K88

DDC-FORM

FOHM DE 174 (12-02)

December 4 2004

GREGORY RIVARD
DELPHI AUTOMOTIVE SYSTEMS CORP
5725 DELPHI DR
TROY, MI 48098

Dear GREGORY RIVARD,

Thank you for choosing Sun Microsystems, Inc. ("Sun") for your maintenance needs.

This letter confirms your maintenance contract with Sun and will provide you with valuable information to make your maintenance requests as easy as possible.

When placing a service call, please provide the following:

1. Contract Number: NK20213916
2. Serial Number of System
3. Company Name
4. Phone Number
5. Point of Contact (POC)

If you should require service, please call 1-800-USA-4SUN (1-800-872-4786). When placing a support call, please reference your SunSpectrum(sm) Support Agreement Contract Number NK20213916.

Sun will be providing a new version of our Welcome Kit that contains useful information on how to utilize your support services. If you should ever require an additional copy of the Welcome Kit, please send a request indicating your need for an additional kit and specifying the type of support contract you have. Requests may be sent via email to Contractverification@sun.com or by calling 1-800-USA-4SUN, prompt 5. If you require further information, please call me. My number can be found on the first page of your Support Agreement attached.

Sincerely,

MICHAEL SERR
Sales Representative



SMI Agreement Number
Service or Purchasing Exhibit No.
Agreement Number
Contract Number
Quote Number
Date
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:AR-72857
:
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:NK20213916
:NK20213916
:December 4 2004
:1 of 4

Support Agreement

Between

Sun Services

Sun Microsystems, Inc. ("Sun")

And

DELPHI AUTOMOTIVE SYSTEMS CORP

5725 DELPHI DR

TROY, MI 48098

("Customer")

This is a Schedule as referenced in either the Sun Microsystems, Inc. ("SMI") Master Terms of Service or in the Sun Customer Support Program Agreement. This document also may function as a Confirmation as referenced in the SMI Customer Agreement or General Terms and accompanying Exhibits. Customer acknowledges that it has agreed to, signed, and returned to Sun, prior to receiving services from Sun, one of (1) SMI Master Terms of Service, (2) Sun Customer Support Program Agreement, or (3) SMI Customer Agreement or General Terms and accompanying Exhibits, and that such signed Sun sales agreement applies to the provision of all services to the customer by Sun. Further, Sun will deliver the services ordered by the customer in accordance with the applicable Sun services program module, Sun Service Listing, or Statement of Work. Customer agrees that the Sun Service Listing or Statement of Work which (1) Customer is purchasing, as identified in this Schedule, and (ii) is available to the Customer to read and print out from Sun's Service List found at <http://www.sun.com/service/service-list/index.html>, is incorporated by reference as part of Customer's applicable Sun sales agreement. The terms in a Sun Service Listing or Statement of Work govern and control over any terms in a quote, purchase order, or this Schedule.

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Sun Microsystems, Inc.
Sun Services
500 Eldorado Boulevard
Broomfield, CO 80021

Sales Representative:
MICHAEL SERR

Service Implementation Specialist:
EDWARD GEORGE



SMI Agreement Number :AR-72857
Service or Purchasing Exhibit No. :
Agreement Number :NK20213916
Contract Number :NK20213916
Quote Number :December 4 2004
Date :2 of 4
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Sun's terms of sale and the applicable Sun Service Listing(s) and statements of work are collectively referred to as "Sun Sales Terms." Sun's offer in this sales quotation is expressly conditioned upon your acceptance of these Sun Sales Terms.

Your placement of an order with Sun confirms your acceptance of the Sun Sales Terms, which will constitute the entire agreement between you and Sun with respect to the sale or license of Sun products and the sale of services identified herein. Sun hereby rejects and will not be bound by any additional or inconsistent terms which you may submit in a purchase order or other purchase documentation.

THE FOLLOWING ALSO APPLIES TO QUOTATIONS: All quotations are contingent upon customer's compliance with applicable export/import regulations. This sales quotation remains firm for the period listed herein, except that Sun may modify this sales quotation: (1) in the case of typographical error herein, (2) should the availability of the products or services ordered change, or (3) should there be a change in your credit status with Sun. Any modification, addition, or waiver of any of the Sun Sales Terms or of the content of this sales quotation will be valid only if stated in a writing, or electronic equivalent thereof, signed by an authorized representative of Sun. For CSA customers only. This quotation is based on the GSA schedule GS-35F-0702J in effect through August 22, 2004. This quotation supersedes all previous quotations.

EFFECTIVE PERIOD: 10/01/04 - 09/30/07

(Excluding Applicable State/Local Taxes)	System Support	15,189.80
	Software Items	0.00
	Contract Total:	15,189.80

Sun Microsystems, Inc.
Sun Services
500 Eldorado Boulevard
Broomfield, CO 80021

Sales Representative:
MICHAEL SERR

Service Implementation Specialist:
EDWARD GEORGE

SMI Agreement Number
Service or Purchasing Exhibit No.

:AR-72857

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Support Agreement
Sun Spectrum
Service Options & Discounts

FEATURES:

SPECTRUM II GOLD

[SGLD]

8:00-8:00PM ON-SITE RESPONSE (STANDARD)

4 HOUR RESPONSE TIME (STANDARD)

7X24X365 TELEPHONE SUPPORT (STANDARD)

PTAS WITH SEMI-ANNUAL ON-SITE REVIEW (STD)

ON-SITE TECHNICIAN (STANDARD)

OPTIONS:

DISCOUNTS:

VOLUME DISCOUNT (NEW)

MULTI-YEAR DISCOUNT (NEW)

PRE-PAID DISCOUNT (NEW)

CUSTOMER SPECIAL DISCOUNT

0%

0%

0%

0%

0%

12%

8%

3%

5%

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Support Agreement

Sun Spectrum

Billing Information

PURCHASE ORDER

EKS59378

CREDIT CARD

NUMBER

BILLING PERIOD:

09/30/07

10/01/04

BILLING ADDRESS:

DELPHI AUTOMOTIVE SYSTEMS CORP
PO BOX 9005
BLDG MS 9A24
KOKOMO, IN 46904

PRODUCT SCHEDULE:

AS ATTACHED

SPECIAL NOTE:

Sun Microsystems, Inc.
Sun Services
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Broomfield, CO 80021

Sales Representative:
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